

## **ESCROW AGREEMENT**

This ESCROW AGREEMENT ("Escrow Agreement") is made as of this 13th day of March 2003, by and among Niagara Frontier Hockey, L.P. ("NFHLP"), Buffalo Sabres Concession LLC ("BSC"), Crossroads Arena LLC ("CALLC"), Buffalo Lacrosse LLC ("Buffalo Lacrosse"), and Niagara Frontier Broadcasting Partnership ("NFBP," and together with NFHLP, BSC, CALLC and Buffalo Lacrosse, collectively, the "Sellers" and each a "Seller"), Hockey Western New York LLC ("Purchaser") and National Hockey League ("Escrow Agent").

### **WITNESSETH**

**WHEREAS**, Sellers and Purchaser are entering into that certain Asset Purchase Agreement dated of even date herewith (the "Purchase Agreement," capitalized terms used but not defined in this Escrow Agreement shall have the meaning ascribed to them in the Purchase Agreement); and

**WHEREAS**, in accordance with the Purchase Agreement, the Purchaser intends to deliver in escrow to the Escrow Agent the Deposit, in an amount equal to \$5,000,000 (the "Escrow Amount" and the principal amount of the Escrow Amount, together with all interest and proceeds earned thereon, is referred to as the "Escrow Proceeds");

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

**1. Appointment of Escrow Agent.** Purchaser and Sellers hereby appoint the Escrow Agent as escrow agent to receive, hold, administer, and deliver the Escrow Amount and the proceeds thereunder in accordance with this Escrow Agreement, and Escrow Agent hereby accepts its appointment, all pursuant to the terms and subject to the conditions set forth herein.

**2. Deposit of Escrow Agreement.** Purchaser herewith deposits the sum of \$5,000,000 with the Escrow Agent. The Escrow Agent shall dispose of the Escrow Amount in accordance with the express provisions of this Escrow Agreement.

**3. Escrow Agent's Responsibilities.** The Escrow Agent shall hold the Escrow Amount until authorized to deliver the same in accordance with this Escrow Agreement.

**4. Release of the Escrow Amount.** The Escrow Agent shall hold the Escrow Amount as follows:

(a) upon the Closing or termination of the Purchase Agreement, Purchaser and Sellers shall deliver to Escrow Agent written instructions substantially in the form set forth in *Attachment A* hereto signed by Purchaser and Sellers, stating either that the Closing under the Purchase Agreement has occurred or that the Purchase Agreement has been terminated, and containing instructions directing Escrow Agent to release the Escrow Proceeds to the applicable party in accordance with the terms of the Purchase Agreement, including without limitation

Section 2.5(b) thereof, if applicable, which instructions shall contain the name of such party and all applicable wire transfer and other information, and the Escrow Agent shall deliver the Escrow Proceeds in accordance with such written instructions.

(b) Upon the final delivery or disposition of the Escrow Amount and the interest earned thereon, as provided in this Section 4, the Escrow Agent shall thereupon be released and discharged from any and all further obligations arising in connection with this Escrow Agreement.

**5. Matters Regarding Escrow Agent.** Acceptance by the Escrow Agent under this Escrow Agreement is subject to the following terms and conditions, which all parties to this Escrow Agreement hereby agree shall govern and control with respect to the rights, duties and liabilities of the Escrow Agent:

(a) In performing any of its duties under this Escrow Agreement, or upon the claimed failure to perform hereunder, Escrow Agent shall not be liable to any Person for any damages, losses or expenses that such Person may incur as a result of the Escrow Agent so acting, or failing to act, other than with respect to the Escrow Agent's gross negligence or willful misconduct. Accordingly, and without limitation of the foregoing, Escrow Agent shall not incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon written advice of its independent counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent hereunder or (ii) any action taken or omitted to be taken in reliance upon any document, including any written notice or instructions provided for in this Escrow Agreement, which Escrow Agent shall in good faith have believed to be genuine, true, accurate and duly executed and to have been signed or presented by proper person or persons and to conform with the provisions of this Escrow Agreement.

(b) Purchaser and Sellers, jointly and severally, hereby agree to indemnify and hold harmless Escrow Agent from and against any and all losses, claims, damages, costs, liabilities and expenses, including reasonable attorneys' fees and disbursements, that may be imposed upon Escrow Agent or incurred by it in connection with its acceptance of this appointment as Escrow Agent hereunder or the performance of its duties hereunder, including any litigation arising from this Escrow Agreement or involving the subject matter hereof, other than such losses, claims, damages, costs, liabilities or expenses caused by the Escrow Agent's gross negligence or willful misconduct. Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The provisions of this Section 5 shall survive resignation or removal of Escrow Agent or the expiration or termination of this Escrow Agreement.

(c) In the event of a dispute between any of the parties hereto sufficient in the discretion of Escrow Agent to justify its doing so, in addition to its rights under Section 7 hereof, Escrow Agent shall be entitled to tender the Escrow Amount into the registry or custody of any court of competent jurisdiction, together with the commencement of such legal proceedings as it deems appropriate, including interpleader, and thereupon shall be discharged from all further duties under this Escrow Agreement. Any such legal action may be brought in any such court as

Escrow Agent shall determine to be of competent jurisdiction in accordance with Section 8 hereof.

(d) Escrow Agent shall be bound only by the terms of this Escrow Agreement and shall not be bound by or incur any liability with respect to the Purchase Agreement or any other agreement, understanding or proposal between Purchaser and Sellers except as herein expressly provided. Escrow Agent shall not have any duties hereunder except those specifically set forth herein.

**6. Compensation of the Escrow Agent.** Escrow Agent shall be reimbursed for all reasonable expenses, disbursements and advances (including reasonable attorneys' fees and expenses) incurred or made by it in performance of its duties hereunder. All such disbursements, expenses and advances shall be borne by Purchaser and, in the case of any such reimbursement, shall be paid promptly and in any event within thirty (30) days upon submission to Purchaser of an itemized statement relating to the amounts to be reimbursed.

**7. Replacement of Escrow Agent.** Escrow Agent may resign and be discharged from its duties hereunder at any time by giving written notice of such resignation to Purchaser and Sellers and specifying a date (not less than thirty (30) days after the giving of such notice) when such resignation shall take effect. Promptly after such notice, a successor escrow agent shall be appointed by mutual agreement of Purchaser and Sellers and such successor escrow agent shall become Escrow Agent hereunder as specified below. If Purchaser and Sellers are unable to agree upon a successor escrow agent within thirty (30) days after such notice, Escrow Agent shall be entitled to appoint its successor. Escrow Agent shall continue to serve until its successor executes a counterpart of this Escrow Agreement and accepts the escrow and receives the Escrow Amount or the Escrow Proceeds, as applicable. Notwithstanding the foregoing, if no successor agent shall have executed and delivered a replacement for this Escrow Agreement during such thirty (30)-day period, Escrow Agent shall be entitled to pay over the Escrow Proceeds into any court of competent jurisdiction in accordance with Section 11 hereof and be relieved of its obligations hereunder. Purchaser and Sellers may agree at any time to substitute a new escrow agent by giving notice thereof to Escrow Agent. The succeeding escrow agent shall become Escrow Agent under this Escrow Agreement by signing and delivering to Purchaser, Sellers and Escrow Agent a counterpart of this Escrow Agreement. Upon delivery to Escrow Agent of a fully executed counterpart of this Escrow Agreement, the succeeding escrow agent shall assume all of the rights and obligations of Escrow Agent, Escrow Agent shall deliver to such successor the Escrow Proceeds, and Escrow Agent shall be relieved of all future liability with respect thereto.

**8. Settlement of Disputes.** Any dispute between Purchaser and Sellers that may arise under this Escrow Agreement with respect to (a) the delivery, ownership or right of possession of the Escrow Amount or the Escrow Proceeds or any portion thereof, (b) the facts upon which any determination made by the Escrow Agent is based, (c) the duties of the Escrow Agent hereunder or (d) any other questions arising under this Escrow Agreement shall be settled either by mutual agreement of Purchaser and Sellers which may, but need not, include submission of the dispute to arbitration in accordance with the rules of the American Arbitration Association (such agreement or ruling of an arbitrator shall be evidenced by appropriate instructions in writing to the Escrow Agent signed by Purchaser and Sellers) or by a final

judgment, order or decree of a court of competent jurisdiction in the United States of America (the time for appeal therefrom having expired and no appeal having been perfected), all costs and expenses of which dispute (including, but not limited to, reasonable attorneys' fees) shall be allocated among the parties by the arbitrators or the court before which such dispute is brought. The Escrow Agent shall be under no duty to institute or defend any legal proceedings and none of the costs and expenses of any such proceedings shall be borne by the Escrow Agent. In no event shall the Escrow Agent be responsible for determining the outcome of any such dispute, and the Escrow Agent shall not be liable for any actions taken pursuant to and in accordance with the provisions of this Escrow Agreement.

#### **9. Notices.**

(a) All notices, requests, demands and other communications which are required or may be given pursuant to the terms of this Escrow Agreement shall be in written or electronic form and shall be deemed delivered (i) on the date of delivery when delivered by hand, (ii) on the date of transmission when sent by facsimile transmission during normal business hours with a copy delivered by overnight courier maintaining records of receipt, (iii) one day after dispatch when sent by overnight courier maintaining records of receipt, or (iv) three days after dispatch when sent by certified mail, postage prepaid, return-receipt requested; provided that, in any such case, such communication is addressed as provided in the immediately following paragraph (b) except with respect to the Escrow Agent as to which notice shall be deemed to have been given on the date received by the Escrow Agent.

(b) All notices, requests, demands and other communications which are required or may be given pursuant to the terms of this Escrow Agreement shall be addressed as follows:

(1) If to Purchaser:

Hockey Western New York LLC  
c/o B. Thomas Golisano (Personal & Confidential)  
Paychex Inc.  
911 Panorama Trail South  
Rochester, NY 14625

with a copy to:

Underberg & Kessler LLP  
1900 Main Place Tower  
Buffalo, New York 14202  
Attn: Jane F. Clemens, Esq.  
Telephone: (716) 848-9000  
Facsimile: (716) 847-6004

(2) If to any Seller, to such Seller:

c/o Niagara Frontier Hockey, L.P.  
HSBC Arena  
One Seymour H. Knox III Plaza  
Buffalo, New York 14203  
Attn: Kevin Billet  
Facsimile: (716) 855-4121

With a copy to:

Nixon Peabody LLP  
Clinton Square  
P.O. Box 31051  
Rochester, New York 14603-1051  
Attention: William S. Thomas, Esq.  
Telephone: (585) 263-1556  
Facsimile: (585) 263-1600

(3) If to the Escrow Agent:

National Hockey League  
1251 Avenue of the Americas  
New York, New York 10020-1192  
Attn: David Zimmerman, Esq.  
Senior Vice President, General Counsel  
Facsimile: (212) 789-2050

With a copy to:

Covington & Burling  
1201 Pennsylvania Avenue, NW  
Washington, DC 20004  
Attn: Bruce S. Wilson, Esq.  
Facsimile: (202) 778-5400

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 9.

(c) Purchaser and Sellers hereby agree between themselves that any notice required to be given to the Escrow Agent by any party pursuant to this Escrow Agreement shall also be given to the other party in accordance with the provisions of this Section 9.

**10. Benefit of Agreement.** This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, except as herein otherwise limited.

**11. Governing Law.** This Escrow Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of New York (without regard to the choice of laws provisions thereof). The parties hereto consent to in personam jurisdiction of the courts of the State of New York and irrevocably waive any objection and any right of immunity on the ground of venue, the convenience of forum or the jurisdiction of such courts or from the execution of judgments resulting therefrom.

**12. Severability.** If any covenant or provision hereof is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision, each of which is hereby declared to be separate and distinct. If any provision of this Escrow Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. If any provision of this Escrow Agreement is declared invalid or unenforceable for any reason other than overbreadth, the offending provision will be modified so as to maintain the essential benefits of the bargain among the parties hereto to the maximum extent possible, consistent with law and public policy.

**13. Headings.** The division of this Escrow Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Escrow Agreement.

**14. Entire Agreement.** This Escrow Agreement, including the attachments hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings of the parties, oral and written, with respect to the subject matter.

**15. Modification.** No modification or amendment of this Escrow Agreement shall be valid unless reduced to writing and signed by all of the parties hereto.

**16. Counterparts.** This Escrow Agreement may be signed in any number of counterparts, but all such counterparts shall constitute one and the same instrument. Each party hereto will receive by delivery or facsimile transmission a duplicate original of the Escrow Agreement executed by each party, and each party agrees that the delivery of the Escrow Agreement by facsimile transmission will be deemed to be an original of the Escrow Agreement so transmitted.

**17. Miscellaneous Provisions.**

(a) The Escrow Agent shall deposit the Escrow Amount in a segregated interest-bearing account with a bank or other financial institution selected by Escrow Agent and in accordance with the terms of the Purchase Agreement.

(b) The Escrow Agent shall not incur any liability for following the instructions herein contained or expressly provided for, or written instructions given by the parties hereto.

(c) In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any party hereto which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain

from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be directed otherwise in writing by all of the other parties hereto or by a final order or judgment of a court of competent jurisdiction.

18. *Force Majeure*. In the event that any party to this Agreement is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, or other cause reasonably beyond its control, such party shall not be liable for damages to the other parties for any unforeseeable damages resulting from such failure to perform or otherwise from such causes. Performance under this Agreement shall resume when the affected party is able to perform substantially that party's duties.

IN WITNESS WHEREOF, the parties have caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

**SELLERS:**

NIAGARA FRONTIER HOCKEY L.P.  
By: Patmos, Inc., its General Partner

By:   
Kevin Billet  
Vice President

BUFFALO SABRES CONCESSION LLC  
By: Patmos, Inc., its Member, and

By: Niagara Frontier Hockey L.P., its Member  
By: Patmos, Inc., its General Partner

By:   
Kevin Billet  
Vice President

CROSSROADS ARENA LLC

By: Arena, Inc., its Member,

By:   
Kevin Billet  
Secretary

And by : Niagara Frontier Hockey L.P., its Member

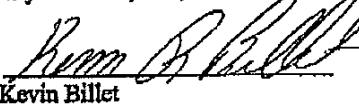
By : Patmos, Inc., its General Partner

By:   
Kevin Billet  
Vice President

BUFFALO LACROSSE LLC

By : Niagara Frontier Hockey L.P., its Member

By : Patmos, Inc., its General Partner

By:   
Kevin Billet  
Vice President

NIAGARA FRONTIER BROADCASTING  
PARTNERSHIP

By: Patmos, Inc., its General Partner, and

By: Niagara Frontier Hockey, L.P., its General  
Partner

By: Patmos, Inc., its General Partner

By:   
Kevin Billet  
Vice President



03/13/2003 15:24 7168484816  
MAR-13-2003 14:15 PAYCHEX EXECUTIVE  
03/13/2003 13:53 7168484816

UNDERBERG KESSLER

PAGE 03  
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PAGE 02

**PURCHASER:**

HOCKEY WESTERN NEW YORK LLC

By: 

Name: B. Thomas Golisano  
Title: Sole Member

**ESCROW AGENT:**

THE NATIONAL HOCKEY LEAGUE

By: \_\_\_\_\_

David Zimmerman  
Senior Vice-President and General Counsel

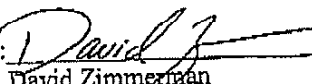
**PURCHASER:**

HOCKEY WESTERN NEW YORK LLC

By: \_\_\_\_\_  
Name:  
Title:

**ESCROW AGENT:**

THE NATIONAL HOCKEY LEAGUE

By:  \_\_\_\_\_  
David Zimmerman  
Senior Vice President and General Counsel

ATTACHMENT A TO  
ESCROW AGREEMENT

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**Instructions to Escrow Agent**

Reference is made to that certain Escrow Agreement dated as of March 13, 2003 (the "Escrow Agreement"), by and among Niagara Frontier Hockey, L.P. ("NFHLP"), Buffalo Sabres Concession LLC ("BSC"), Crossroads Arena LLC ("CALLC"), Buffalo Lacrosse LLC ("Buffalo Lacrosse"), and Niagara Frontier Broadcasting Partnership ("NFBP," and together with NFHLP, BSC, CALLC and Buffalo Lacrosse, collectively, the "Sellers" and each a "Seller"), Hockey Western New York LLC ("Purchaser") and National Hockey League ("Escrow Agent"), pursuant to which Purchaser deposited with the Escrow Agent \$5,000,000 in favor of the Escrow Agent, as escrow agent. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Escrow Agreement.

Pursuant to the terms and subject to the conditions of the Escrow Agreement, Escrow Agent is hereby irrevocably notified that (*indicate applicable provision*): ☐ the Closing under the Purchase Agreement has occurred, or ☐ the Purchase Agreement has been terminated, and that Escrow Agent is hereby irrevocably directed to deliver the Escrow Amount and all interest earned thereon in accordance with the following instructions:

*[Insert delivery instructions]*

**PURCHASER:**

HOCKEY WESTERN NEW YORK LLC

By: \_\_\_\_\_  
Name:  
Title:

**SELLERS:**

NIAGARA FRONTIER HOCKEY L.P.  
By: Patmos, Inc., its General Partner

By: \_\_\_\_\_  
Kevin Billet  
Vice President

BUFFALO SABRES CONCESSION LLC

By : Patmos, Inc., its Member, and

By : Niagara Frontier Hockey L.P., its Member

By : Patmos, Inc., its General Partner

By: \_\_\_\_\_

Kevin Billet

Vice President

CROSSROADS ARENA LLC

By: Arena, Inc., its Member.

By: \_\_\_\_\_

Kevin Billet

Secretary

And by : Niagara Frontier Hockey L.P., its Member

By : Patmos, Inc., its General Partner

By: \_\_\_\_\_

Kevin Billet

Vice President

BUFFALO LACROSSE LLC

By : Niagara Frontier Hockey L.P., its Member

By : Patmos, Inc., its General Partner

By: \_\_\_\_\_

Kevin Billet

Vice President

NIAGARA FRONTIER BROADCASTING  
PARTNERSHIP

By: Patmos, Inc., its General Partner, and

By: Niagara Frontier Hockey, L.P., its General  
Partner

By: Patmos, Inc., its General Partner

By: \_\_\_\_\_

Kevin Billet  
Vice President

## **EXHIBIT C**

### **CONFIDENTIALITY AGREEMENT**

**DRAFT: 2/8/03 9:30 a.m.**

**id: confidentiality agreement 2003 blank form**

June [ ], 2002

[ ]

Gentlemen:

You have requested that Niagara Frontier Hockey, L.P. furnish you with certain information in order for you to consider a possible business transaction or other transaction with the Company (as hereinafter defined). To induce the Company to furnish you such information, you agree as follows with respect to any information supplied to you by the Company or its representatives (which you acknowledge may include information from the National Hockey League, or other third parties), whether supplied before, on or after the date of this Agreement, and information which you obtain concerning the Company as a result of access to such information provided to you by the Company (hereinafter collectively referred to as the "Confidential Material"):

1) You recognize and acknowledge the confidential nature and competitive value of the Confidential Material and the damage that could result to the Company if information contained therein is disclosed to any third party.

2) You will not use the Confidential Material in any way detrimental to the Company (the NHL or other third parties), and it will be used solely for the purpose of evaluating a possible transaction between the Company and you. Except as may be provided below, you also agree that you and Your Representatives (as hereinafter defined) will not disclose any of the Confidential Material to any person or entity without the prior written consent of the Company; provided, however, that the Confidential Material may be disclosed to your advisers and agents who (a) need to know such information for the purpose of evaluating a possible transaction with the Company and (b) agree in writing to keep such information confidential and to be bound by this Agreement to the same extent as if they were parties hereto. You will be responsible for any breach of this Agreement by any of Your Representatives. If you or any of Your Representatives are requested or required (by legal process, civil investigative demand or similar process) to disclose any Confidential Material, you will promptly notify the Company so that the Company may seek an appropriate protective order or waive compliance with this Agreement. If you or any of Your Representatives are nonetheless compelled to disclose information concerning the Company to any tribunal, you or Your Representative may disclose such to the tribunal; provided that you shall use your best efforts to obtain, at the request of the Company, an order or other reasonable assurance that confidential treatment will be accorded to such information.

3) You and Your Representatives will not, without the prior written consent of the Company, disclose to any person or entity (other than the NHL) either the fact that discussions or negotiations are taking place concerning a possible transaction with the Company or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof. You and Your Representatives agree that you shall not conduct a

credit or reference check with respect to the Company or contact any third parties with respect to the Company without the Company's prior written consent.

4) If you determine that you do not wish to enter into a transaction with the Company, you will promptly advise the Company of that decision. In that event, or at any time upon our request, all Confidential Material (and all copies, summaries, extracts and notes of the contents or parts thereof) shall be returned and not retained by you or Your Representatives in any form for any reason; provided, however, that you may destroy, in lieu of returning, any summaries, notes, analyses or studies prepared by you and your advisers in connection with the Confidential Material.

5) You and Your Representatives shall have no obligation hereunder with respect to any information in the Confidential Material to the extent that such information has been made public other than by acts of you or Your Representatives in violation of this Agreement.

6) You and Your Representatives shall direct all inquiries and requests for Confidential Material to Kevin R. Billet (telephone no. 716-855-4433), and you agree that you and Your Representatives shall not enter the Company's premises without first receiving his permission – which permission you acknowledge may be conditioned upon your representative being accompanied by a representative of the Company. All costs associated with your activities as contemplated hereby (whether related to copying of documents or otherwise) shall be borne exclusively by you.

7) Although you understand that the Company has endeavored to include in the Confidential Material information known to it which it believes to be relevant for the purposes of your investigation, you further understand that the Company does not make any representation or warranty as to the accuracy or completeness of the Confidential Material. You agree that neither the Company nor any of its officers, directors, representatives or agents shall have any liability to you or any of Your Representatives resulting from the use of the Confidential Material by you or Your Representatives.

8) You and Your Representatives agree that, without limiting any other available remedies, the Company shall be entitled to an injunction and other equitable relief in the event of your or Your Representatives' failure to comply with the provisions of this Agreement. It is further understood and agreed that no failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege.

9) This letter agreement is for the benefit of the Company and shall be governed by the internal laws of the State of New York without regard to the principles of conflicts of laws and you hereby agree to have any dispute hereunder tried in New York State Supreme Court in Erie County or in the District Court of the United States in the Western District of New York and you hereby submit to the jurisdiction of that court.



10) As used in this Agreement, the following terms shall have the following meanings:

- (a) "Company" shall mean, either collectively or individually as the context may require, Niagara Frontier Hockey, L.P. (Buffalo Sabres), Crossroads Arena LLC (HSBC Arena), Buffalo Lacrosse LLC (Buffalo Bandits), Buffalo Sabres Concession LLC and their related and affiliated entities.
- (b) "Your Representatives" shall mean, collectively or individually as the context may require, all your proposed investors and all of your and your investors' directors, officers, employees, attorneys, investment advisers, investment bankers, commercial lenders, and all other advisers and agents of you or any proposed investors.

Please acknowledge your agreement to the foregoing by countersigning this letter in the space provided below.

Very truly yours,  
**NIAGARA FRONTIER HOCKEY, L.P.**

By: Patmos, Inc., Its General Partner

By: \_\_\_\_\_  
Kevin R. Billet  
Vice President

Received and Agreed to:

[ \_\_\_\_\_ ]  
By: \_\_\_\_\_  
[Name] [Title]

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF NEW YORK

In re

NIAGARA FRONTIER HOCKEY, L.P., ET AL.,

Debtors.

Chapter 11

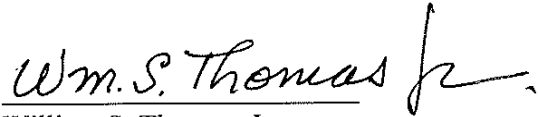
Case No. 03-10210K

Jointly Administered  
(Case Nos. 03-10210K  
through 03-10219K)

**CERTIFICATION OF SERVICE OF  
MOTION FOR THE ENTRY OF AN ORDER (I) APPROVING  
(A) BIDDING PROCEDURES IN CONNECTION WITH THE SALE OF  
SUBSTANTIALLY ALL THE DEBTORS' ASSETS AND  
(B) BID PROTECTIONS AND (II) GRANTING RELATED RELIEF**

I, William S. Thomas, Jr., hereby certify that on this date I caused to be served a true and accurate copy of the forgoing MOTION FOR THE ENTRY OF AN ORDER (I) APPROVING (A) BIDDING PROCEDURES IN CONNECTION WITH THE SALE OF SUBSTANTIALLY ALL THE DEBTORS' ASSETS AND (B) BID PROTECTIONS AND (II) GRANTING RELATED RELIEF via overnight mail upon the parties identified on the service list attached hereto.

Dated: March 14, 2003

  
William S. Thomas, Jr.

### Service List

Counsel to the DIP Lenders  
Schulte Roth & Zabel LLP  
919 Third Avenue  
New York, New York 10022  
Attn: Lawrence V. Gelber, Esq.  
Fax: (212) 593-5955

Counsel to the National Hockey League  
Phillips, Lytle, Hitchcock, Blaine & Huber  
3400 HSBC Center  
Buffalo, New York 14203-2887  
Attn: William J. Brown, Esq.  
Fax: (716) 852-6100

Counsel to the National Hockey League  
Covington & Burling  
1330 Avenue of the Americas  
New York, NY 10019  
Attn: Michael B. Hopkins, Esq.  
Fax: (212) 841-1010

Counsel to Adelpia Entities  
WILLKIE FARR & GALLAGHER  
787 Seventh Avenue  
New York, New York 10019  
Attn: Marc Abrams, Esq.  
Fax: (212) 728-8111

Counsel to NAAS  
Akin Gump Strauss Hauer Feld LLP  
590 Madison Avenue  
New York, New York 10022  
Attn: Russell Parks, Esq.  
Fax: (212) 872-1002

Counsel to Manufacturers and Traders Trust  
Company  
Mark W. Warren, Esq.  
One M&T Plaza, 12th Floor  
Buffalo, New York 14240  
Fax: (716)

Counsel to Fleet  
Bingham McCutchen LLP  
150 Federal Street  
Boston, MA 02110  
Attn: Jonathan K. Bernstein, Esq.  
Fax: (617) 951-8736

Counsel to Erie County  
Damon & Morey LLP  
1000 Cathedral Place, 298 Main Street  
Buffalo, New York 14202-4096  
Attn: William F. Savino, Esq.  
Fax: (716) 856-5510

Counsel to Sportservice  
Hodgson Russ LLP  
One M&T Plaza, Suite 2000  
Buffalo, New York 14203  
Attn: Garry M. Graber, Esq.  
Fax: (716) 849-0349

Counsel to the Committee of Unsecured  
Creditors  
Hancock & Estabrook, LLP  
1500 MONY Tower I  
Syracuse, New York 13221-4976  
Attn: Stephen A. Donato, Esq.  
Fax: (315) 471-3167

United States Trustee's Office  
42 Delaware Avenue, Suite 100  
Buffalo, New York 14202  
Attn: Christopher K. Reed, Esq.  
Fax: (716) 551-5560

Barbra R. Parlin, Esq.  
Holland & Knight LLP  
195 Broadway  
New York, NY 10007  
Fax: (212) 385-9010

Raymond L. Fink  
Harter, Secrest & Emery LLP  
Twelve Fountain Plaza, Suite 400  
Buffalo, New York 14202  
Fax: (716) 853-1617

Nathaniel Metz, Esq.  
Weir & Partners LLP  
The Widener Building  
1339 Chestnut Street, Suite 500  
Philadelphia, PA 19107  
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